SYBASE

SECTION 1: SYBASE SOFTWARE LICENSE

Altera hereby grants to Customer a non-exclusive, non-transferable perpetual right to use the Sybase Software on the designated number of CPUs, servers, standalone seats or concurrent users. Any use of the Sybase software in excess of the designated usage, as reflected in the pricing set forth in the Customer's agreement with Altera, shall be subject to additional fees.

SECTION 2: USE RESTRICTIONS (FOR EMBEDDED RUNTIME LICENSES ONLY)

Notwithstanding the provisions of Section 1 above, the Altera Software includes a Sybase Software Embedded Runtime Version license only, which allows Altera Software to control and use that data. Customer, for data integrity purposes, is not permitted to alter the database in the Altera Software and Customer cannot write applications, including applications written with a Sybase Full Use License, that insert, delete, update or otherwise modify data in the Altera Software database. All Altera Software provides a documented audit trails when data changes. If Customer makes changes to an Altera Software database, there may not be an audit trail and performance could be jeopardized. Customer is permitted to and has the capability to extract data from the Altera database and use it in any Customer build application. If data is uploaded, inserted, updated to or deleted from Altera Software databases or Altera Software databases are modified by a Customer-written application, all applicable Altera Software warranties shall be null and void.

Customer has no right to use the Sybase Software other than as an embedded runtime version to be used in conjunction with the Altera Software applications. An embedded runtime version shall mean a version of the Sybase Software limited to or embedded in Altera 's software application code.

The embedded runtime version license allows the use of the Sybase Software with the Altera Software solely to:

- query the database;
- create and alter stored procedures, triggers, rules, data types and defaults in conjunction with Altera application(s);
- change the database in support of Altera application(s).

SECTION 3: LIABILITY

Sybase and its licensors shall not be responsible for any direct, indirect, incidental, special and consequential damages.